

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.441 OF 2005

IN
SUIT NO.4913 OF 2000

Majid Oomerbhoy ..Plaintiff

Versus

Rashid Sattar Oomerbhoy & Ors. ..Defendants

And

The Court Receiver,
High Court, Bombay and Ors. ..Respondents

Mr.Navin Parikh i/by Thakore Jariwalla & ASS for
the plaintiff.

Ms.Deepali Wakde i/by s.Mahomedbhai & Co. for
defendant nos.2, 3, & 4.

Mr.Shailesh Shah with Mr.Sanjay Jain with Ms.T.
Saria i/by S.K.Srivastav & Co. for defendant no.1.

Mr.D.V.Deokar, 1st Assistant to Court Receiver
present.

Coram : R.S.Mohite, J

Date : 4.10.2006.

PC

1. Heard all parties. This is a Chamber summons for various reliefs such as appointment of fresh valuer, appointment of a person to carry out investigation, filing of a list of complaints lodged in the police station, direction to the Court Receiver to complete the process of inviting the bids, submission of the report on the status of the properties/premises held as tenants, directions to

the Court Receiver to reimburse the amounts paid by the plaintiff towards the security agency charges, insurance premiums and outstanding bills etc.

2. After hearing both sides, I find that an order in terms of agreed terms was passed by this Court on 30.7.2001. The parties have agreed that the firm be dissolved and assets of the firm can be sold by inviting bids. It was further agreed that the Court Receiver appointed by an earlier order be confirmed as receiver on the assets of the firm and valuer be appointed. I am informed that thereafter inventory as well as valuation is carried out. Valuation is still in the sealed cover. It further appears that the parties have agreed that the bids should be submitted. Today it is agreed that the sale of the assets of the firm can be proceeded-with without obtaining any further inventory and valuation on as it is, where it is basis & whatever there is basis. In the circumstances, Court Receiver to proceed with the sale of all the assets of the firm including tenanted assets on as is where is, whatever there is basis. Bids to be invited by an advertisement in Times of India, Navshakti and Bombay Samachar. The cost of publication to be taken by the Receiver from the suit account. The advertisement to clearly state that the sale is on "as is and where is and whatever there is basis" and further to make it clear that all parties will be permitted to raise

their bids before the Court Receiver and also later when the sale is put up for confirmation by the Court. The entire process is expedited and should be completed by the Court Receiver within a period of 12 weeks from today. The Receiver also to pursue the complaints made to the police and file a report in this Court indicating the progress. In view of these directions, it is not necessary to pass any further order in the Chamber summons and the same shall stand disposed off accordingly. It is further made clear that the sale may be advertised without fixing the reserve price. As far as prayer clause-(g) is concerned, the same cannot be granted at this stage because there are orders of this Court that reimbursement to the plaintiff from the suit account should be done after the claim of the workers, statutory dues and various other dues are met. I am informed that the workers' dues are not paid till today. The amounts which are already directed to be paid to the plaintiff under the order dated 30.6.2006 may however, be paid out of the suit account. Chamber summons stands disposed off.

(R.S.Mohite,J)